

## EASEMENT

Tract #1

Champaign (3886)

The undersigned Grantors, for Five Dollars (\$5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby grant to ILLINOIS POWER COMPANY, an Illinois corporation, its successors, assigns, and lessees, the ~~right~~ <sup>right</sup> and easement to construct, operate, repair, maintain, patrol, remove, relocate and reconstruct electric transmission, distribution and communication lines or systems, including poles, anchors, stubs, guys, crossarms, insulators, conductors and other equipment appurtenant thereto on, over and across certain land owned by the Grantors in the County of Champaign, State of Illinois and described as follows:

The North <sup>10</sup>~~IX~~ feet and the West 5 feet of the South <sup>20</sup>~~IX~~ feet of the North 30 feet of the North Half of the North Half of the Northeast Quarter of Section 32, Township 20 North, Range 9 East of the 3rd Principal Meridian.

At such time as Grantee, its successors or assigns, removes its electric line and abandons the use of the above easement strip for the purposes set out herein, this Easement shall terminate and cease to be of any further force and effect.

\* This agreement is amended and superceded by revised agreement between all parties hereto as contained in Illinois Power Company letter of December 19, 1988, and Bates letter of December 27, 1988.

This conveyance shall include the right (i) to use adjacent roads, streets and alleys for such purposes, (ii) to cut, fell, prune and keep pruned, spray and otherwise control the growth of any trees, shrubs, or saplings and to remove such other obstacles or obstructions that interfere or threaten to interfere with any facilities or equipment installed on said easement or that create hazardous conditions, and (iii) to have access to said easement for the purposes aforesaid over adjoining lands of the Grantors.

Grantors reserve the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantors shall not plant trees thereon. Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State. Any damages to the property of the Grantors caused by the erection, reconstruction, operation, renewal and removal of said line, if the repair thereof or the amount of damages is mutually agreed upon, shall be promptly repaired or paid for by Grantee.

DATED this 27<sup>th</sup> day of DECEMBER, 1988

THE CHRISTINA R. BATES TRUST dated Dec. 20, 1985

George Bates (SEAL)  
George Bates, Individually  
W. E. Joseph Bates (SEAL)  
W. E. Joseph Bates, Individually

By: George Bates (SEAL)  
George Bates, Co-Trustee  
By: W. E. Joseph Bates (SEAL)  
W. E. Joseph Bates, Co-Trustee

ACCEPTED:  
ILLINOIS POWER COMPANY

By: H. D. Simcox  
Director - Real Estate  
H. D. Simcox  
Superior-Real Estate

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to Lessors of the sum first stated therein, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee therein of the rights therein vested in Lessee.

1827---0659

STATE OF )  
 ) SS.  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the said County in the State  
aforesaid, do hereby certify that George Bates, a single man, and W. E. Joseph Bates, a single man,  
individually and as Co-Trustees of the Christina R. Bates Trust dated December 20, 1985,

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are \_\_\_\_\_ subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the  
said instrument as their free and voluntary act for the uses and purposes therein set forth, including the  
release and waiver of the right of homestead.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

My Commission Expires \_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the said County in the State  
aforesaid, do hereby certify that

personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the  
said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the  
release and waiver of the right of homestead.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

My Commission Expires \_\_\_\_\_  
Notary Public

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF PIMA )

I, Rosemary L. Vigil, a Notary Public in and for said County in the State afore-  
said, do hereby certify that George Bates  
and W. E. Joseph Bates personally known to me to be  
the same persons whose names are, respectively as \_\_\_\_\_ President and \_\_\_\_\_  
Secretary of \_\_\_\_\_ Company, a corporation of the State of \_\_\_\_\_,  
subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they,  
being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free  
and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and Notarial Seal this 27 day of December, 1988.

My Commission Expires April 14, 1992  
Rosemary L. Vigil  
Notary Public

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ILLINOIS POWER COMPANY



608 SOUTH 27TH STREET, DECATUR, ILLINOIS 62525-1805

December 19, 1968

Mr. Joseph Bates  
P.O. Box 331  
Los Alamos, NM 87544

Re: Electric Distribution Circuit  
Urbana North, Champaign County

Dear Mr. Bates:

We would still like to settle the matter of the Easement and damages North of Urbana. One thing that you mentioned in your last letter was the matter of the width of the Easement. A 10-foot Easement would be satisfactory, and I have made this change on the enclosed Easement form. I have also removed the word "perpetual" and made the Easement term for the life of the line.

We are not asking for full possession of the 10-foot strip and, as provided in the third paragraph of the Easement, you will reserve the right to use the strip for anything that doesn't create a hazard. You can use the strip for farming, for roads or streets, for parking, and other things such as lawns, etc. The building setback requirement would be more than 10 feet.

As you can see, we are not taking the full use of the strip, and therefore it shouldn't be valued at the fee price, nor would the Company have anything to sell for highway right of way. However, even with the narrower width which reduces the acreage from 0.9 acres to 0.6 acres, I will still offer you \$5,520.00 for the settlement.

If you accept the offer, please sign both copies of the Easement and both copies of the enclosed Damage Release, have the Easement notarized, and return the papers to us in the enclosed self addressed stamped envelope. I will have them accepted by the Company, and will return your copies, along with our check in the amount of \$5,520.00.

Respectfully,

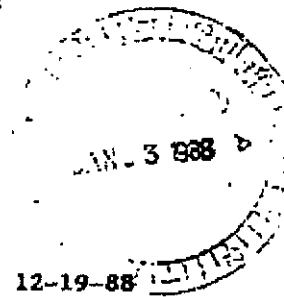
  
M. Dean Simon  
Supervisor - Real Estate

MM:ch

cc: A. J. Anderson, F-35  
Todd Young, E-17

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Mr. Joseph Bates, Trustee  
P.O. Box 331  
Los Alamos, NM 87544  
December 27, 1988



Mr. E. Dean Simcox  
Supervisor - Real Estate  
Illinois Power Company  
500 South 27th Street  
Decatur, Illinois 62525-1805

RE: Your letter 12-19-88

Dear Mr. Simcox:

We too would like to settle this matter. We are agreeable to the revised terms which you have put forth in the referenced letter, namely: that the easement width shall be 10 feet, that it shall run for the life of the existing line only, and that we reserve the right to use the conveyed strip in the interim for any use which does not create a hazard.

Both copies of the Easement Agreement and both copies of the Damage Release have been signed and are returned to you with this letter. Apparently due to an oversight, the word "perpetual" was not deleted nor was the width dimension reduced to 10 feet. Therefore, we have added the necessary changes where appropriate and initialed alongside.

We look forward to a prompt conclusion to this with your payment check for \$5,520.00

Very truly yours,  
*Joseph Bates*  
Joseph Bates, Trustee

JB:jb

Enclosures

SIGNED ON BEHALF OF THE SELLER }  
CERTIFY OF THE SELLER }  
The foregoing instrument was acknowledged  
before me this 27 day of December, 1988  
By Rosemary B. Vigil  
NOTARY PUBLIC  
My Commission Expires: April 14, 1992

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